

REMARKS

The application has been amended to place it in condition for allowance at the time of the next Official Action.

The specification is amended to include section headings. No new matter is added.

Claims 1-7 were previously pending in the application. Claim 2 is canceled and new claim 8 is added. Therefore, claims 1 and 3-8 are presented for consideration.

Claim 1 is amended change "stop means for limiting" to "stop limiter" to clarify that the stop limiter is not intended to invoke 35 USC 112, 6th paragraph. In addition, claim 1 is further amended to change "couple" to "force" to clarify this claim. Accordingly, withdrawal of the 35 USC 112, second paragraph rejection is respectfully traversed.

Claims 1-7 were rejected under 35 USC 103(a) as being unpatentable over BOREL US 5,909,885. That rejection is respectfully traversed.

Claim 1 is amended to include the subject matter of claim 2 and recites that the free end of the flexible plate abuts an area of the boot that defines a housing in a lateral side of the boot between the normal rotation range and the maximum rotation range to produce a force in the transverse direction opposing the moving together of the first and second flexion elements, and to produce a force in the transverse direction

opposing the moving together of the first and second extension elements.

By way of example, Figure 1 of the present application, reproduced below, shows a housing 28 in a side of the boot 2. As seen in Figures 2 and 3, the free end 16 abuts the housing at 20 to produce a force in the transverse direction opposing the moving together of the first and second flexion elements and abuts the housing at 22 to produce a force in the transverse direction opposing the moving together of the first and second extension elements.

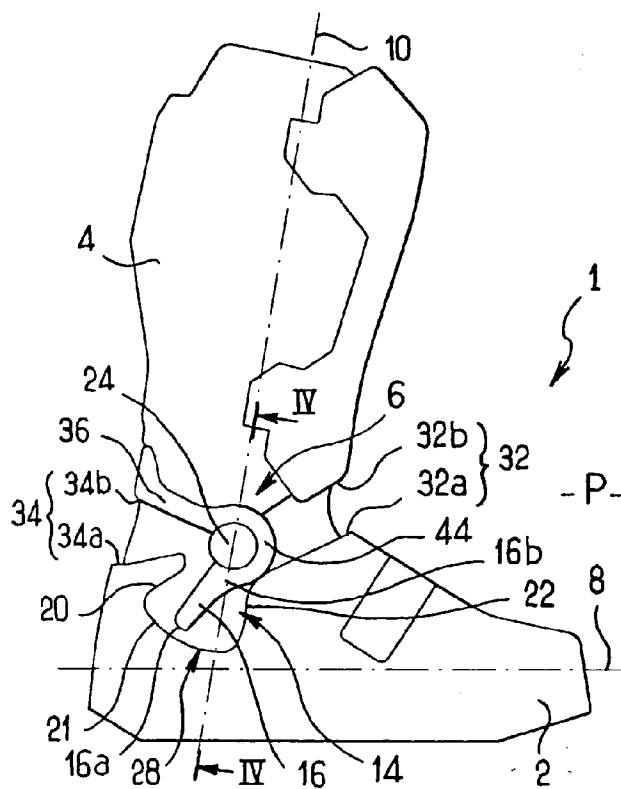
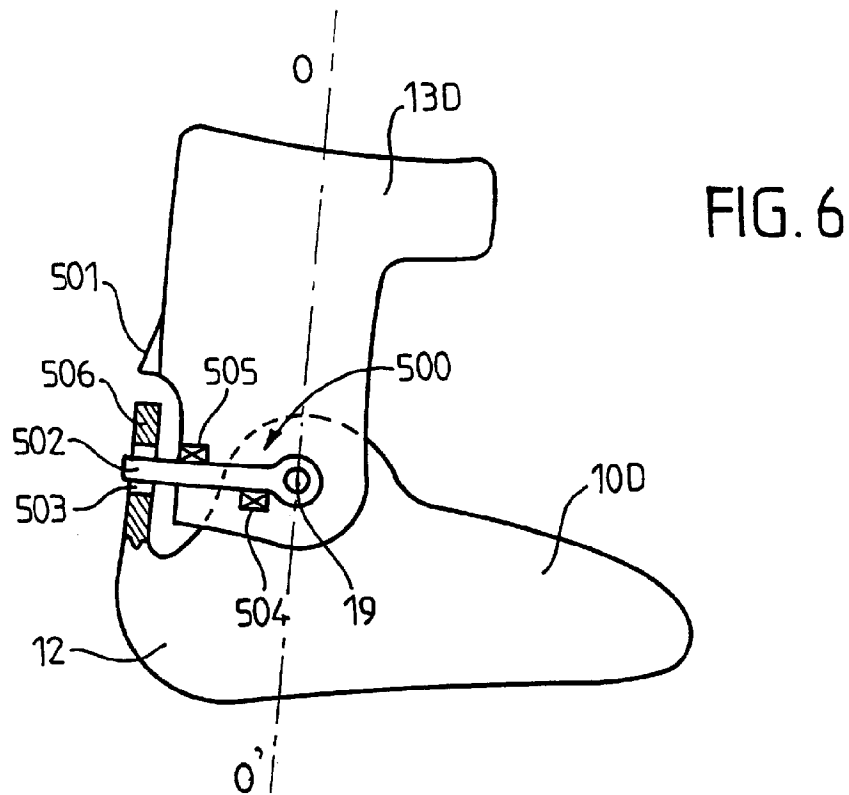


FIG. 1

By contrast, Figure 6 of BOREL, which shows the elements offered in the Official Action and is reproduced below, depicts an energy bar 502 which extends through an opening in a rear portion of boot 10D. Energy bar 502 abuts energy abutments 504, 505 on the upper 13D between the normal rotation range and the maximum rotation range.



As BOREL does not disclose each of the recited elements, BOREL does not meet claim 1 and the claims that depend there from.

Claim 5 is rewritten in independent form and recites two flexible plates which each have a first end which is connected to the upper and a second end which moves freely within

the normal rotation range and which comes into abutment with the boot. The two flexible plates are arranged symmetrically relative to a centre plane and are connected to each other at a respective first end.

The position set forth in the Official Action is that the bar 502 of BOREL meets these features.

However, this position is inconsistent with the disclosure of BOREL.

Column 5, lines 26-37 of BOREL disclose:

"the elastic return device 500 is constituted by an energy bar 502 extending freely in a substantially horizontal direction, laterally to the collar 13D, from its journal 19 and toward the rear portion of the upper 10D which includes a housing 503 through which the end of the bar 502 extends to take support upwardly and downwardly, as a function of a forward or rearward pivoting of the collar 13D, the bar 502 being energized via a front energy abutment 504 and a rear energy abutment 505 arranged on the collar 13D on both sides of such bar 502, and cooperating with the bar 502, respectively, during a forward or rearward pivoting of the collar 13D."

BOREL does not disclose more than one bar. This is explicit from the above passage based on the terms "the bar" and "its journal". This is also implicit based on the above

passage. That is, the bar of BOREL could not extend around the body as suggested in the Official Action because that would mean that bar 502 is a single continuous bar that does not have a free end.

New claim 8 is added. Claim 8 includes features similar to those of claim 5 and the analysis above regarding claim 5 also applies to claim 8.

In view of the present amendment and the foregoing remarks, it is believed that the present application has been placed in condition for allowance. Reconsideration and allowance are respectfully requested.

Should there be any matters that need to be resolved in the present application, the Examiner is respectfully requested to contact the undersigned at the telephone number listed below.

The Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 25-0120 for any additional fees required under 37 C.F.R. § 1.16 or under 37 C.F.R. § 1.17.

Respectfully submitted,

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